

A.C. CONTRACT NO. KR 91-0466-TRD

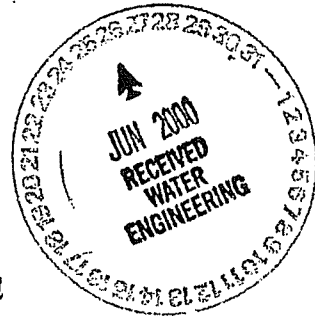
MASTER PIPELINE MAINTENANCE AGREEMENT

between

ARIZONA DEPARTMENT OF TRANSPORTATION
HIGHWAYS DIVISION

and

SALT RIVER PROJECT AGRICULTURE
IMPROVEMENT AND POWER DISTRICT



AGREEMENT NO. 1446-90-MA

THIS AGREEMENT is made this 13th day of MAY, 1991, by and between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION, HIGHWAY DIVISION, hereinafter called "STATE", and the SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT, a political subdivision of the State of Arizona, hereinafter called "SRP".

RECITALS:

WHEREAS, prior to construction of the STATE's roadways and freeways, SRP had irrigation facilities on land acquired by the STATE as right-of-way for the roadways and freeways: and,

WHEREAS, it is the desire of the STATE and SRP to provide a timely and equitable repair and/or replacement of SRP's leaky and/or damaged irrigation pipelines located within the STATE's right-of-way for roadways and freeways which are not covered by other agreements.

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

1. This Agreement shall apply to repair and replacement of leaky and/or damaged SRP irrigation pipelines located within the STATE's right-of-way for all locations not covered by other previous or future agreements.
2. Upon discovery of a leaky and/or damaged SRP irrigation pipeline located within the STATE's right-of-way, the discovering party shall notify the other party and a joint inspection meeting shall be scheduled to verify the character and quantity of repair and/or replacement work, except for emergency work which may proceed with appropriate notification to insure the safety of the traffic on the affected roadway.

3. Wherever practical, replacement of damaged or leaking irrigation facilities shall meet STATE's "Guide for Accommodating Utilities on Highway Rights-of-Way" and SRP's design guidelines.
4. It is expressly understood and agreed by the parties that SRP shall give notice to the STATE by the form attached hereto as EXHIBIT "A", and incorporated herein by this reference, for any and all work perform within the STATE right-of-way or easements area.
5. Notwithstanding any other provisions of this Agreement, in case of emergency involving SRP facilities, SRP shall have reasonable use of the roadway. SRP shall in all events, while performing repairs and/or maintenance, provide advance warning signs, barricades, flagman, flares, and other safety devices to protect the roadway user as shown in the Manual on Uniform Traffic Control Devices and any Amendments and/or revisions thereto which is incorporated in and made a part of this Agreement by reference.
6. The STATE agrees to pay full cost for repair and/or replacement of leaky SRP irrigation pipelines where the leakage or damage is caused by the STATE's construction or reconstruction activities.

7. For leakage or damage not caused by the STATE's construction or reconstruction activities, SRP shall provide all labor and equipment for repairing any damage or replacing portions of the pipeline, except the permanent repair of the pavement, curb, gutter and/or sidewalk. The STATE shall provide, at the STATE's full expense, all necessary materials, including but not limited to; pipe, ABC backfill, ABC slurry, barricades, concrete, rebar, sawcut vendor, and steel plates. The STATE shall at its own cost, make the permanent repair of the pavement, curb, gutter, sidewalk, median and/or landscaping.
8. SRP's records and accounts for work under this Agreement shall be open for inspection and audit by authorized representatives of the STATE during normal business hours. SRP shall keep the records and accounts for this work available for examination for a period of not less than five years from the date final payment has been received by SRP.
9. SRP shall, within sixty (60) days after completion of the work called for under this agreement, submit triplicate copies of their invoices covering the actual costs of all labor, materials, and equipment used in performance of the work. The invoices shall be submitted to the STATE's District I office, 2140 W. Hilton Phoenix, 85007. The STATE shall pay SRP within sixty (60) days after receipt of

- the invoices, provided that SRP complied with the conditions of this Agreement. The STATE shall submit payment to SRP at its office as indicated on the invoice.
10. SRP shall reimburse the STATE, within sixty (60) days, for any amounts the STATE rightfully disallows as a result of its audit. The STATE shall provide SRP a copy of its audit with the written notification. Any audit exceptions which SRP disagrees with shall be paid to the STATE under protest, subject to resolution by the STATE and SRP through compromise, arbitration, or adjudication as provided for in paragraph 12.
 11. The STATE and SRP shall be liable to the other party for their own acts of negligence and the negligence of their own employees.
 12. The parties shall use arbitration, after exhausting applicable administrative remedies, to resolve disputes arising out of this Agreement, where the sole relief sought is monetary damages of \$100,000 or less, exclusive of interest and costs.
 13. SRP shall comply with Executive Order 75-5, "Non-Discrimination in Employment by Government Contractors and Sub-contractors", which is incorporated in its entirety by this reference and considered a part of the Agreement.

- [illegible]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first herein above written.

ARIZONA DEPARTMENT OF TRANSPORTATION
HIGHWAYS DIVISION

SALT RIVER PROJECT
AGRICULTURAL IMPROVEMENT
AND POWER DISTRICT

BY: John R. Lassen

JAMES S. CREEDON
Acting Director

Gary K. Robinson
GARY K. ROBINSON
State Engineer

ATTEST AND COUNTERSIGN

By: William D. Briscoe

Its: SECRETARY

Accepted this 23, day of

April, 1991.

Recommended by:

William R. Briscoe

WILLIAM R. BRISCOE, P.E., Manager
Utility and Railroad
Engineering Services

APPROVED AS TO FORM
SALT RIVER PROJECT LAW DEPARTMENT

BY: Robert J. Bean

DATE: April 4, 1991

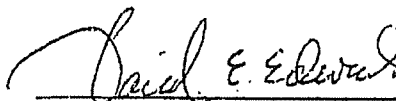
Agreement No. 1446-90-MA

ACKNOWLEDGMENT BY STATE

STATE OF ARIZONA)
). ss
COUNTY OF MARICOPA)

On this the 13th day of May, 1991
before me, the undersigned Notary Public, personally
appeared Gary K. Robinson, State Engineer, Arizona
Department of Transportation, known to me (or satisfactorily
proven) to be the person whose name is subscribed to the within
instrument and acknowledged that he executed the same for the
purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and
official seal.



Notary Public

My Commission Expires:

July 24th, 1992

Agreement No. 1446-90-MA

ACKNOWLEDGEMENT BY SALT RIVER PROJECT

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On this 23rd day of April, 1997,
before me, Terrill Lonon, the undersigned officer,
personally _____ appeared
and John R. Lassen who acknowledge himself
to be the _____ President of the SALT RIVER PROJECT
AGRICULTURAL IMPROVEMENT AND POWER DISTRICT, a political
subdivision of the State of Arizona, and that they, being
authorized so to do, executed the forgoing instrument for the
purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and
official seal.

Terrill C. Lonon

Notary Public

My Commission Expires:

April 29, 1995

Agreement No. 1446-90-MA

APPLICATION FOR PERMIT TO USE STATE HIGHWAY RIGHT OF WAY
(Print or Type)

Application is hereby made for a permit to enter in upon and use a portion of the State Highway.

Name of Owner _____

Address of Owner _____

City _____ State _____ Zip _____

Name of Applicant _____ Legal Relationship to Owner _____

Mailing Address _____

City _____ State _____ Zip _____

Phone _____

Signature of Applicant _____

(Applicant and Owner are responsible for conditions on permit)

City (in or near) _____ Project No. _____

Highway Route No. _____ Approximately _____ Feet _____ of Milepost No. _____

Direction

Side of Highway N S E W (circle one) Highway Station _____

Purpose _____

FOR DEPARTMENTAL USE ONLY

THIS APPLICATION is approved with the following directions, requirements and specifications:

That none of the terms on the reversed side shall be applicable to the Salt River Project. This application is made pursuant to Agreement No. _____, dated _____, 19 __, the terms of which Agreement supersede any and all terms, conditions or covenants expressed or implied in this application.